

**MEMORANDUM  
DEPARTMENT OF FACILITY SERVICES  
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **SEPTEMBER 26, 2006**

From: **JAMES DUFEE / MARY DIETRICH**

Subject: **APPROVAL OF A RIGHT OF ENTRY AND CONSTRUCTION AGREEMENT  
WITH PFE INVESTORS, LLC**

**ACTION REQUESTED / RECOMMENDATION:** It is recommended that your Board take the following actions associated with a revocable license agreement including a right of entry and construction agreement between the County of Placer and PFE Investors, LLC, for infrastructure and recreational improvements anticipated with the Riolo Vineyards subdivision that is planned near Dry Creek in the Roseville area:

- 1) Delegate authority to the Director of Facility Services to prepare a revocable license agreement between County and PFE Investors, LLC, developers of the proposed Riolo Vineyards subdivision, based upon the attached Material Terms.
- 2) Adopt a Resolution authorizing the Director of Facility Services, or his designee, to execute all documents and take all actions necessary to complete the processing and recordation of this agreement following review and approval by County Counsel.

**BACKGROUND:** In the previous action, your Board authorized the County's acceptance of four parcels of land (Lots A, B, C and D) that were created with Doyle Ranch subdivision, located near Dry Creek in the Roseville area. To the south of the Doyle Ranch subdivision and Lot A, lies the proposed 788 lot Riolo Vineyards subdivision that is currently in the planning process. Based upon discussions with County land use staff and the developer of the Riolo Vineyards subdivision, it is anticipated that project conditions of approval will include requirements for the construction of a sewer line, a reclaimed water system, and the extension of a multi-purpose trail with connections into adjacent projects. Based upon review of the project design and consultation with County staff, it has been determined that the best location for these anticipated improvements is across the County's Lot A as depicted in Exhibit B. Construction of improvements over this site allows for the co-location of access and trail improvements, underground utilities, recreational amenities and connection to planned improvements associated with the Dry Creek Park.

To preserve this opportunity, PFE Investors, LLC, has requested that the County enter into a revocable license agreement to provide a right of entry to Lot A along with a construction agreement. This document would define the term of this agreement, the specific improvements that may be constructed as well as conditions for termination or revocation. The proposed Material Terms associated with this agreement are attached as Exhibit A.

**ENVIRONMENTAL CLEARANCE:** Approval of this agreement is an administrative activity and is therefore not subject to the California Environmental Quality Act. The improvements anticipated under this agreement would be subject to environmental review as part of the Riolo Vineyards project.

**FISCAL IMPACT:** Approval of the agreement has no fiscal impact to County. Improvements constructed on Lot A would be maintained with funds collected through County Service Area 28, Zone 169.

MD:MR:KJjs

ATTACHMENT: RESOLUTION  
EXHIBIT A: MATERIAL TERMS  
EXHIBIT B: PROPOSED TRAIL AND INFRASTRUCTURE LOCATION MAP

cc: COUNTY EXECUTIVE OFFICE

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# Before the Board of Supervisors County of Placer, State of California

**In the matter of:** A Resolution authorizing the Director of Facility Services, or his designee, to prepare and record a revocable license agreement between the County of Placer and PFE Investors, LLC, that grants permission to construct infrastructure and recreational facilities in connection with the proposed Riolo Vineyards subdivision on County Lot A located within the Doyle Ranch subdivision.

**Resol. No:** \_\_\_\_\_

**RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Bill Santucci, Chairman  
Placer County Board of Supervisors

Attest: Clerk of said Board  
\_\_\_\_\_

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**WHEREAS**, the Board of Supervisors authorized acceptance of Lots A, B, C and D of the Doyle Ranch subdivision located near Dry Creek and immediately north of the proposed Riolo Vineyards subdivision in Roseville; and

**WHEREAS**, PFE Investors, LLC, developers of the proposed Riolo Vineyards subdivision, anticipates project conditions of approval to include the construction and extension of certain infrastructure and recreational elements; and

**WHEREAS**, County's Lot A, located north of the proposed Riolo Vineyards subdivision, has been cooperatively determined to be the most favorable location for the coordinated alignment of these anticipated improvements subject to the terms of a revocable license agreement; and

**WHEREAS**, the revocable license agreement will have no fiscal impact to the County.

**NOW, THEREFORE, BE IT RESOLVED**, that the Placer County Board of Supervisors does hereby authorize the Director of Facility Services, or his designee, to prepare and record a revocable license agreement between the County of Placer and PFE Investors, LLC, granting a right of access and permission to construct infrastructure and recreational facilities on County Lot A, in support of the proposed Riolo Vineyards subdivision development, adjacent to Dry Creek in Roseville, consistent with Exhibit A Material Terms and in the approximate location as shown on Exhibit B.

ATTACHMENTS: Exhibit A – Material Terms  
Exhibit B – Proposed Trail and Infrastructure Location Map

**MATERIAL TERMS  
RIGHT OF ENTRY AND CONSTRUCTION AGREEMENT  
BETWEEN  
COUNTY AND RIOLO VINEYARDS**

1. Parties: County and owner of Riolo Vineyards project, currently PFE Investors LLC.
2. Substantive Recitals and Acknowledgements:
  - a. County owns Doyle Ranch "Lot A", which is intended for use as an open space lot. Above ground structures (including utility poles) are generally not permitted.
  - b. Parties agree that Riolo Vineyards project may be required to construct off-site underground utilities (including sewer and reclaimed water lines) and one or more multi-purpose trail improvements. Parties anticipate that title to and maintenance responsibility for such improvements will be conveyed to one or more public entities following construction by Developer.
  - c. The Agreement is intended to memorialize Developer's legal right to access Lot A for the purposes of constructing the improvements under conditions which protect the County.
3. Purpose: To construct underground utility and trail improvements that may be required by the Project's conditions of approval. All improvements to be constructed in accordance with the Project's conditions of approval and in accordance with all applicable laws, rules and regulations. Improvements to be constructed to extent practical within a specified intended route. Nominal at-grade components, such as utility covers, and minor site deviations are permitted. In the event of conflict between the Project's infrastructure conditions of approval and the Agreement, the conditions of approval will prevail to the extent such conditions are consistent with the open space nature of Lot A.
4. Term: Five (5) years after final County approval of improvement plans for the final phase of development on the Riolo Vineyards project site; in no event later than December 31, 2021 unless County provides recorded written consent.
5. Indemnification and Insurance: Developer to agree to site restoration and standard County indemnity obligations. Developer to provide insurance as required by County Risk Manager.
6. Nature of Interest and Revocation. Agreement to provide a revocable license to Developer. No real property interest conveyed. During term, Agreement may be revoked only by a majority vote of the Board of Supervisors, unless otherwise terminated as provided in the Agreement.

7. Assignment. Developer may assign the Agreement to a Riolo Vineyards successor-in-interest upon advance notice to County.

8. Recordation. County to consent to recordation of the Agreement against Lot A.

9. Additional Conditions. Agreement subject to other conditions that County Counsel and/or Director of Facility Services may recommend as necessary or advisable to achieve purposes of the Agreement.

**RIOLO VINEYARDS: PROPOSED TRAIL AND  
INFRASTRUCTURE LOCATION MAP**



